

A. G. Contract KR93 2915TRN
JPA No. 93-182
ECS File: JPA 94-82
Project: STP-40-3(80)
Tracs: 40 CN 194 H3538 01C
Section: I-40

INTERGOVERNMENTAL AGREEMENT
LANDSCAPE MAINTENANCE
BETWEEN
THE STATE OF ARIZONA
AND
THE CITY OF FLAGSTAFF

THIS AGREEMENT is entered into 1 June, 1993
pursuant to Arizona Revised Statutes Sections 11-951 through
11-954, as amended, between the STATE OF ARIZONA, acting by and
through its DEPARTMENT OF TRANSPORTATION (the "State") and the
CITY OF FLAGSTAFF, acting by and through its MAYOR and CITY
COUNCIL, (the "City").

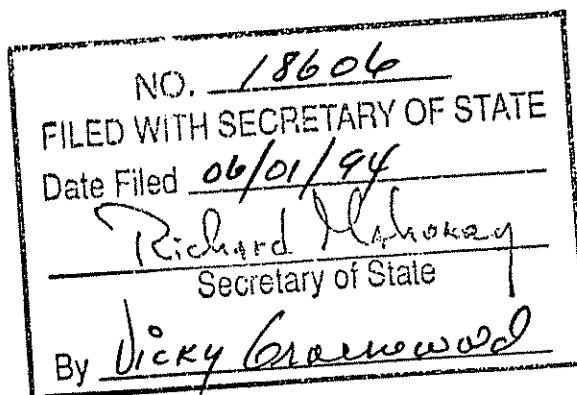
I. RECITALS

1. The State is empowered by Arizona Revised Statutes
Section 28-108 to enter into this agreement and has by
resolution, a copy of which is attached hereto and made a part
hereof, resolved to enter into this agreement and has delegated
to the undersigned the authority to execute this agreement on
behalf of the State.

2. The City is empowered by Arizona Revised Statutes
Section 48-572 to enter into this agreement and has by
resolution, a copy of which is attached hereto and made a part
hereof, resolved to enter into this agreement and has
authorized the undersigned to execute this agreement on behalf
of the City.

3. It is to the mutual advantage of the State and the City
to landscape areas within the right of way on Interstate Route
40 at the following location:

From centerline roadway station 163+00 to
centerline roadway station 190+00, a net distance
of approximately 0.51 miles.



THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:

II. SCOPE OF WORK

1. The State will prepare landscape architectural plans for the landscaping and irrigation project and submit them to the City for approval.

2. After City approval of the plans, the project will be constructed by the State, using State funds and Federal funds.

3. The City shall furnish and install necessary water services from water mains to the designated locations within the right of way at the State's expense.

4. The City shall furnish all water for landscape installation during the construction phase, and all water thereafter necessary to properly maintain the landscape, all at City expense.

5. After construction, the State shall maintain the landscaping and irrigation system including replacement plantings, all testing, adjusting, repairing and operation of the irrigation system, and shall furnish all electrical power necessary to operate the irrigation system.

III. MISCELLANEOUS PROVISIONS

1. This agreement shall become effective upon filing with the Secretary of State.

2. The terms, conditions and provisions of this agreement shall remain in full force and effect for period of five (5) years from the effective date, unless terminated earlier by mutual consent of the parties hereto or unless this Agreement violates any Arizona law, rule or regulation, either now enacted or which may be enacted in the future. This agreement will be automatically renewed for successive periods of five (5) years unless either party shall give notice in writing to the other not less than one (1) month nor more than three (3) months prior to the initial or renewed expiration date. Further, this agreement may be terminated by the State at any time upon sixty (60) days written notice. It is understood and agreed that, in the event this agreement is terminated by the City, the State shall in no way be obligated to maintain said landscaping.

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.

6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Joint Project Administration
205 South 17 Avenue, Mail Drop 616E, Room 222E
Phoenix, AZ 85007

City of Flagstaff
City Manager
211 West Aspen Avenue
Flagstaff, AZ 86001

7. Attached hereto and incorporated herein by reference is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

CITY OF FLAGSTAFF

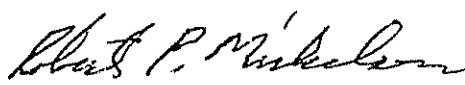
STATE OF ARIZONA

Department of Transportation

By

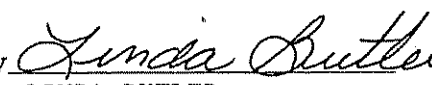

CHRISTOPHER BAVASI
Mayor

By


ROBERT P. MICKELSON
Chief Deputy State Engineer

ATTEST

By

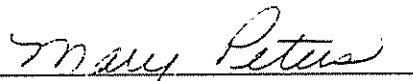

LINDA BUTLER
City Clerk

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RESOLUTION

BE IT RESOLVED on this 22nd day of November 1993, that I, the undersigned LARRY S. BONINE, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Highways Division, to enter into an agreement with the City of Flagstaff for the purpose of defining responsibilities for the construction and maintenance of landscape improvements on I-40 in the City.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted to the Chief Deputy State Engineer for approval and execution.


for LARRY S. BONINE
Director

RESOLUTION NO. 1914

A RESOLUTION APPROVING THE TERMS OF AN INTER-GOVERNMENTAL AGREEMENT BETWEEN THE CITY OF FLAGSTAFF AND THE STATE OF ARIZONA FOR THE INSTALLATION AND MAINTENANCE OF LANDSCAPING ON A SECTION OF INTERSTATE 40 WITHIN THE CITY OF FLAGSTAFF.

WHEREAS, the State of Arizona acting by and through its Department of Transportation has proposed the entry of an agreement between the City and the State whereby the City would approve the design and the State would fund the construction of landscaping improvements on a designated portion of I-40; and

WHEREAS, the City would furnish and install necessary water services during construction and for maintenance thereafter; and

WHEREAS, the State shall maintain the completed landscaping and irrigation system all according to the terms of the intergovernmental agreement (designated as A.G. Contract K-R93 2915TRN); and

WHEREAS, Council finds that the improvement of the designated area would be to the benefit of the City and well worth the cost of providing water services thereto;

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF FLAGSTAFF AS FOLLOWS:

SECTION 1: The terms of the proposed intergovernmental agreement for landscape installation and maintenance between the State of Arizona acting by and through its Department of Transportation and the City of Flagstaff designated as A.G. Contract K-R93 2915TRN is hereby approved and the Mayor is authorized and directed to enter the agreement on the City's behalf.

SECTION 2: The approved agreement shall apply to landscape and to maintain areas within the right-of-way on Interstate Route 40 "from centerline roadway station 163 plus 00 to centerline roadway station 190 plus 00, a net distance of approximately 0.51 miles".

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APPROVAL OF THE FLAGSTAFF CITY ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION and the CITY OF FLAGSTAFF and declare this agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona.

DATED this 5th day of May, 1994, ~~1993~~.

By [Signature], Asst City Attorney
City Attorney



STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL

GRANT WOODS
ATTORNEY GENERAL

1275 WEST WASHINGTON, PHOENIX 85007-2926

MAIN PHONE : 542-5025
TELECOPIER : 542-4085

INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A. G. Contract No. KR93-2915-TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. §11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 25th day of May, 1994.

GRANT WOODS
Attorney General

JAMES R. REDPATH
Assistant Attorney General
Transportation Section

JRR:lsr
8365G